

**NEVADA DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE REGULATION  
258**

**INMATE FISCAL PROCEDURES**

**Supersedes:** AR 258 (02/08/2008)  
**Effective Date:** 08/14/09

**AUTHORITY**

NRS: 209.131, 209.221, 209.225, 209.241, 209.246, 209.247, 209.2475, 209.459, 209.461, 209.4615, 209.463, 209.511.

**RESPONSIBILITY**

1. The institutional Wardens/Facility Managers are responsible for the administration of inmate work programs.
2. Inmate Banking Services Division is responsible for administration of fiscal procedures to provide for the receipt of all inmate monies, process appropriate deductions from inmate monies, and all other associated inmate-banking services.

**258.01 PRISONERS' PERSONAL PROPERTY FUND (PPF)**

1. The PPF is divided into three parts as follows:
  - A. Trust Account.
    - a. From the PPF account, the Director/designee may permit withdrawals for immediate expenditures by the inmate for personal needs and the Department shall pay to an inmate any remaining balance in the account upon the inmate's release/parole after appropriate deductions have been made.
    - b. Upon the death of an inmate, any remaining funds, after appropriate deductions have been made, shall be paid pursuant to the Department's Administrative Regulation 420.
    - c. Wages earned prior to death will be subject to department charges and other deductions. Funds received after death from friends and family shall be returned to the sender.
    - d. Any remaining balance in the Trust Account upon release/parole is subject to appropriate deductions as detailed in Department rules and regulations and in state and federal statutes.
  - B. Trust 2 Account
    - a. Trust 2 Account shall receive any monies exempt from statutory deductions. These monies are for the inmate's personal use.

b. An inmate may spend monies from this account to do with as he wants, so long as it is legal and within the guidelines of the Department's rules and regulations. Examples are Gift Coupon funds, monetary settlements, tort claims paid to inmates and canteen refunds.

### C. Savings Account

a. The Director may designate a percentage to be deducted from monies in an inmate's PPF Trust Account and placed in the inmate's individual Savings Account.

b. This Account exists so an inmate will have monies upon release and monies are available to defray Department costs upon the inmate's death.

c. Once the \$200.00 balance, determined by the Director, is reached and maintained, the savings deduction will no longer occur.

d. Withdrawals from a Savings Account are permitted during incarceration only with the approval of the Director/Designee through the use of an Inmate Savings Withdrawal Request DOC - 515. If the DOC - 515 is approved then the inmate is asked to submit a properly executed brass slip requesting the funds be withdrawn.

e. Monies remaining in a Savings Account, upon release/parole, shall be paid to the inmate after all debts owed to the Department are paid.

f. Boarders and safe keepers are exempt from the savings deduction.

g. Upon approval of the Director, charitable contributions to 501(c)(3) organizations may be deducted.

h. The Director has approved withdrawals from savings to obtain a copy of a birth certificate for identification purposes.

2. Any checks, other than payroll, shall be processed through the Lockbox or JPay as indicated in section 258.09.1. Any monies that can not be processed through the lockbox procedure due to circumstances beyond the Department's control shall be placed on a check log and posted to the inmate's PPF account as indicated in section 258.09.1.

3. All money received on behalf of an inmate shall be deposited into the inmate's trust Account in the PPF.

4. An inmate who receives money, but does not deposit it into the inmate's Trust Account in the PPF as required in this section, is guilty of a gross misdemeanor per NRS 209.221. The inmate shall surrender any money received to the caseworker to be dealt with as confiscated money.

5. Any person who aids or encourages any inmate not to deposit all money, which the inmate receives into the inmate's Trust Account in the PPF as required in this section is guilty of a gross misdemeanor per NRS 209.221.

## **258.02 OFFENDERS' STORE FUND (OSF) MONTHLY REPORT**

1. All money received for the benefit of inmates through contributions and from other sources not otherwise required to be deposited in another fund, must be deposited into the OSF. Money and other negotiable instruments confiscated from inmates will be placed into the Inmate Welfare Fund (IWF).
2. The OSF monthly reports will be submitted by Inmate Banking Services to the Wardens/Facility Managers and shall include:
  - A. A copy of the current month's Summary Budget Report (BSR-BBLS), Budget Status Receipts/Funding (BSR-Report-Obligations (BSR-BCLS).
  - B.. The Notification of Deductions DOC – 542.
  - C. The advisement of Debts Owing to the Department of Corrections DOC – 540.
3. Inmate Banking Services will be responsible for the distribution of the OSF monthly reports and will include a Certificate of Receipts/Posting of Offenders Store Fund Monthly Reports form DOC – 014 in the distribution. Each Warden/Facility Manager will be responsible for providing the information for inmate access providing proof that the monthly OSF reports have been posted. Once the DOC – 014 is completed, the form with the original signatures of the Warden/Facility Manager will be returned to Inmate Banking Services as soon as possible.

## **258.03 INMATE EMPLOYMENT**

1. No inmate has a right to employment and the Department has no obligation to employ an inmate.
2. All inmates approved for inmate work programs must provide the inmate's Social Security Number and execute any agreement forms required by the specific program in which the inmate will work.
  - A. During intake, all inmates shall complete an Inmate Employment Fiscal Agreement, DOC-533 and Taxpayer Identification Numbers (TIN).
  - B. The fiscal agreement shall be completed in duplicate.
    - a. The pink copy shall be given to the inmate.
    - b. The white copy shall be placed in the inmate's Institutional file (I-file)
  - C. Regardless of the inmate's agreement to sign the fiscal agreement, the Department is permitted to take deductions from the inmate's wages per NRS 209.461.
  - D. Prior to the first day of work, the classification committee shall verify that the inmate has been given the opportunity to review the fiscal agreement.
  - E. Only one fiscal agreement shall be completed during the inmate's incarceration period, unless the form is revised or the original cannot be located. Inmates located at Casa Grande Transitional Housing Center

(CGTH) shall complete the Inmate Employment Fiscal Agreement (DOC – 3525) upon entry into the program.

F. Inmates who refuse to sign the fiscal agreement cannot work in any private sector operation. Federal requirements include proof of voluntary participation and this form meets that requirement.

3. Inmates must be notified prior to working of all deductions that may be taken from their wages.
  - A. A Notification of Deductions, DOC-542, shall be given to the inmate upon intake.
  - B. The Notification of Deductions shall be posted with the OSF monthly report in areas of the institutions accessible to inmates.
  - C. The fiscal agreement shall note the statute number NRS 209.463 authorizing the Department to take specific deductions.
4. An inmate shall obtain the approval of the Director/designee before the inmate:
  - A. Engages in any employment, which includes, but is not limited to, employment by a private employer or self-employment except in approved Prison Industries (PI).
  - B. Enters into a contract.
  - C. Participates in a business activity other than approved Prison Industries or hobby craft.
5. The Director/designee has sole discretion to approve or disapprove employment, contractual activity or business activity and may withdraw approval at any time pursuant to NRS 209.4615.
6. Any inmate who is employed by a private employer shall:
  - A. Deposit income from such employment in the inmate's individual Trust Account in the PPF.
  - B. Provide the Director/designee with a copy of all of the inmate's federal income tax returns, reports and withholding forms when they become available to the inmate.
  - C. Upon request, provide the Director/designee with a record of any of the inmate's accounts including, but not limited to, any checking, savings, investment or brokerage firm account.
7. Upon the request of the Director/designee, a private employer who employs any inmate shall:
  - A. Provide the Director/designee with monthly statements accounting for all wages the employer paid to any inmate.
  - B. Provide the Director/designee with any additional information requested concerning the employment of any inmate.
8. Inmates must sign a release allowing the employer to provide information to the Director/designee.

#### **258.04 INVESTMENT AND DISTRIBUTION OF OSF INCOME**

1. The OSF money will be deposited with the State Treasurer for investment.
2. The interest and income earned upon the OSF must be credited to the fund and may be disbursed as authorized by the Legislature.

#### **258.05 INMATE PAYROLL**

1. Inmate wages and payrolls shall be recorded by the institution/facility by the second working day following the month of employment. Inmate payroll shall be submitted monthly to Inmate Banking Services and received by Inmate Banking Services by the fifth working day following the month of employment to allow for timely posting.

Exceptions include:

- A. PI has a variety of payroll periods resulting from private sector operations.
    - a. Forms to report individual payrolls will be developed by PI.
    - b. Private sector industries' payroll will be included in this procedure.
  - B. Nevada Division of Forestry (NDF) has incident payrolls and sends them via email during the middle of the month following the month of employment.
  - C. Any facilities or institutions operated by private contractors shall submit their payrolls via email through the electronic payroll system.
  - D. The Restitution Center has weekly and bi-weekly payrolls, which are submitted at various times of the month.
2. Inmate Banking Services shall post the payroll as soon as practical after receipt.
    - A. The reporting period for all inmate payrolls, except as noted in 258.05, 1, shall be from the first day of the previous month to the last day of the previous month.
    - B. Any inmate inquiry regarding the inmate's wages shall be made using the Inmate Inquiries Form, DOC-544 (kite).
    - C. Inmate payrolls paid with a personal check, business check, etc., shall not be posted until the check has cleared the bank. Clearing time can take up to fourteen (14) calendar days from date of receipt of the payroll and check. The exception to this will be the Restitution Center payroll checks and any other payroll funded by a government entity (IFS, JVs or billing claims). These exceptions should be posted within three days of receipt.
    - D. Tracking of deposit receipts, billing claims or journal vouchers shall be completed daily with the State of Nevada Accounting System.

E. Posting delays can occur which include, but are not limited to, incorrectly calculated payrolls, missing names or identification numbers, or unauthorized payrolls. If any legitimate delay occurs, the payroll or check log shall be returned to the originator for correction. Payroll and check logs should be given priority over all other postings.

## **258.06 INMATE DEDUCTIONS FROM WAGES**

1. The Director/Designee shall establish by regulation criteria for a reasonable deduction from money credited to an inmate's account in the Prisoners' Personal Property Fund (PPF) to repay or defray the costs assessed to an inmate pursuant to NRS 209.246. These deductions will be in order of priority as set forth within NRS 209.463 and in accordance with the federal regulations governing private sector involvement in Prison Industries.

A. Hourly wage is equal to or greater than minimum wage:

- a. 5 % for credit to the Victims of Crime Fund for the compensation of Victims of Crime.
- b. 20% for any existing obligation of the inmate for the support of his/her family.
- c. 5% for credit to the Capital Improvement Fund for new construction of facilities for Prison Industries, but only if the inmate is employed through a program of Prison Industries.
- d. 20% of each inmate's payroll to his/her individual account in the Prisoners' Personal Property Fund (PPF) or toward a court ordered filing fee, whichever is applicable.
- e. An amount to offset the cost of maintaining the inmate in the institution:
  - i. 24.5% for room and board except for the restitution center and the Casa Grande Transitional Housing (CGTH).
  - ii. \$16.35 per day for room/board/transportation for the restitution center after the first 10 days.
  - iii. \$16.35 per day for room/board/transportation and \$.18 a day laundry assessment (total daily deduction of \$16.53 a day) for CGTH. Room/board/transportation assessment will begin after the first 30 days. Laundry assessment will begin after the first 14 days.
- f. 50% for costs incurred by the department on behalf of the inmate per NRS 209.246.

At the time any charges pursuant to NRS 209.246 are posted to the inmate account, including but not limited to monetary sanction/restitution under the AR 707, 50% of the Trust Account may be taken as the initial payment. All restitution costs are subject to change from the original amount due to receipt of additional billings not known at the time of assessment. An inmate's Trust Account may be frozen and monetary sanctions/restitution ordered for violations of AR 707.

g. 10% for credit to the inmate's interest bearing savings account. After the savings account reaches \$200.00 this deduction will stop.

- h. 20% for any existing obligation of the inmate to pay court ordered restitution to his/her victim. This deduction is in addition to the 5% taken for Victims of Crime Fund as stated in 258.06, 1. A. a.
- i. 1% to pay the balances of any fee imposed on the inmate for genetic marker testing, drug tests, or other fees per NRS 176.0915.
- j. 1% for any existing obligations of the inmate for court ordered administrative assessments for any crime committed within this state.
- k. 1 % for any existing obligation of the inmate for court ordered fines for any crime committed within this state.

B. Hourly Wage Is Below Minimum Wage:

- a. 5 % for credit to the Victims of Crime Fund for the compensation of Victims of Crime.
- b. 5% for credit to the Capital Improvement Fund for new construction of facilities for Prison Industries, but only if the inmate is employed through a program of Prison Industries.
- c. 20% of each inmate's payroll to his/her individual account in the Prisoners' Personal Property Fund (PPF) or toward a court ordered filing fee, whichever is applicable.
- d. An amount to offset the cost of maintaining the inmate in the institution:
  - i. 24.5% for room and board except the restitution center and Casa Grande Transitional Housing (CGTH).
  - ii. \$16.35 per day for room/board/transportation for the restitution center after the first 10 days
  - iii. \$16.35 per day for room/board/transportation and \$.18 a day laundry assessment (total daily deduction of \$16.53) for CGTH. Room/board/transportation will begin after the first 30 days. The laundry assessment will begin after the first 14 days
- e. 50% for costs incurred by the department on behalf of the inmate per NRS 209.246

At the time any charges pursuant to NRS 209.246 are posted to the inmate account, including but not limited to monetary sanction/restitution under AR 707, 50% of the Trust Account may be taken as the initial payment. All restitution costs are subject to change from the original amount due to receipt of additional billings not known at the time of assessment. An inmate's Trust Account may be frozen and monetary sanctions/restitution ordered for violations of AR 707.

- f. 1% to pay the balances of any fee imposed on the inmate for genetic marker testing, drug tests, or other fees per NRS 176.0915.
- g. 10% for credit to the inmate's interest bearing savings account. After the savings account reaches \$200.00, this deduction will stop.
- h. Once the deductions, in order of priority, exhaust the available funds, the deductions will stop.

## **258.07 INMATE DEDUCTIONS FROM ANY SOURCE OTHER THAN WAGES**

1. The Director may make the following deductions, in the following order of priority, as set forth in NRS 209.247, from any money deposited in an inmate's individual Trust Account from any source other than wages.

A. 50% for costs incurred by the department on behalf of the inmate per NRS 209.246.

At the time any charges pursuant to NRS 209.246 are posted to the inmate account, including but not limited to monetary sanctions/restitution under AR 707, 50% of the Trust Account may be taken as the initial payment. All restitution costs are subject to change from the original amount due to receipt of additional billings not known at the time of assessment. An inmate's Trust Account may be frozen and monetary sanctions/restitution ordered for violations of AR 707.

B. 10% for credit to the inmate's interest bearing savings account. After the savings account reaches \$200.00 this deduction will stop.

C. 20% towards a court ordered filing fee, if applicable

## **258.08 JUDGMENT OF CONVICTION (JOC)**

1. At the time during an inmate's incarceration in the NDOC, 20% of the balance in the trust account will be taken as initial payment for items 258.06, 1. A. h, - k, and 258.06, 1. B. f. above. The initial payment will be applied in order of priority of the deductions until 20% of all have been satisfied or the available funds in the inmate's trust account have been exhausted, whichever occurs first.

## **258.09 INMATE DEPOSITS**

1. Deposits to inmate accounts shall be made through the Lockbox or JPay when applicable. The institution/facility designee shall order Lockbox coupons from Inmate Banking Services, who in turn will order the coupons from the Prison Industries Bookbindery. The Bookbindery will ship the orders to the applicable institution/facility and bill Inmate Banking Services.

2. The institution/camp/restitution designee shall distribute the coupons to the inmates.

3. Inmates may send the coupons to friends and relatives of their choice.

4. Coupons may also be obtained by family or friends through the Department's website, <http://www.doc.nv.gov/>.

5. Coupons sent to the friend/relative (sender) shall be filled out in its entirety and sent with the money order or cashier's check to the bank lockbox address indicated on the coupon.

6. The bank will send the coupons and a log listing all deposits to Inmate Banking Services daily.



7. Inmate Banking Services shall post the deposits to the inmate's applicable account retaining the coupon for accounting records. Due to increased counterfeit activity, funds from ALL money orders and cashier's checks will be available to the inmate fourteen (14) calendar days from the posting date.

8. The inmate's receipt of deposit shall be printed at and distributed from the institutional store.

## **258.10 INMATE DEPOSIT EXCEPTIONS**

1. Inmate Check/Cash Logs shall be considered negotiable instruments, maintained in a locked security controlled area and completed and processed with the same security precautions as cash.

2. Inmates shall never have access to check/cash log forms.

3. The only inmate funds to be accepted by any institution/facility or Inmate Services staff are money orders and cashier checks. Cash, personal checks and other money forms shall be returned to the sender. Exceptions to these are:

A. Internal Revenue Service Checks (IRS) – IRS checks received at the institution/facility solely in the name of an incarcerated inmate will not be deposited at any institution that makes their own deposits. These IRS checks shall be forwarded to Inmate Banking Services where the check will be deposited to the inmate account and a freeze will be placed on the funds pending verification with the IRS as to valid funds. If the IRS will not validate the check, the check shall be returned to the IRS. Other IRS checks are to be handled in the normal manner.

B. Restitution Center and CGTH payroll checks. Restitution Center and CGTH inmates are the only inmates permitted to have cash.

C. Intake monies from newly incarcerated inmates will be transmitted from the sending jurisdiction to Inmate Banking Services, using United States Postal Service by first class mail.

D. Any funds, due the inmate, that are beyond the control of the Department and cannot be processed through the Lockbox procedure.

E. Confiscated cash found on an inmate shall be placed on a separate check log, deposited in the bank and the proper documents forwarded to Inmate Banking Services which shall place the amount in the IWF. The check log must clearly state "Confiscated Cash."

F. Cash confiscated as a result of suspected criminal activity shall be forwarded to the Inspector General's Office (IG). Before forwarding this type of confiscated cash, the IG shall be contacted for instructions on how to proceed.

G. Funds received from a money transfer vendor (e.g. JPay)

4. The mail officer at each institution shall return all unauthorized funds to the sender by the next business day.

5. Preparation of check/cash logs is a function of the designated receiver.

6. All check/cash logs shall be forwarded to Inmate Banking Services daily for processing. Inmate Banking Services shall post the monies to the inmate's applicable individual account in the PPF.

## **258.11 INMATE OUTSIDE ACCOUNTS**

1. All requests for inmate outside accounts must be approved by the Director/designee.
2. Inmates must choose a person from the community to handle bank transactions before obtaining an outside checking, savings or investment account.
  - A. This person will be a non-inmate member on the account and will responsible for making all outside transactions.
  - B. The inmate will not correspond directly with the financial organization concerning the account. The non-inmate member on the account must handle all correspondence.
  - C. The Department will not be responsible for any outside transactions.
  - D. Any exceptions to paragraphs 1 and 2 above require the approval of the Director/designee.
3. Inmates who desire to open an outside account will be responsible for gathering information regarding accounts from the financial organization of his choosing.
  - A. The Department will not supply information regarding interest rates or other pertinent information for any financial organization.
  - B. Any monies the inmate sends to the outside account will be through the Inmate Account Transaction Request DOC -509 (brass slip) procedures.
    - a. The inmate will fill out the brass slip made payable to the non-inmate member on the outside account.
    - b. The brass slip must have the signature of the inmate and the person authorized by the Warden/Designee to sign brass slips.
    - c. The inmate will send the brass slip with a stamped, addressed envelope to Inmate Banking Services.
    - d. The non-inmate member will deposit all monies in the outside account and will handle any other banking transaction necessary.
4. The non-inmate member will send to the inmate all monies requested by the inmate from the outside account in the form of a cashiers check or money order following the lockbox procedure. The inmate is prohibited from contacting the bank directly and asking for money from his account.
5. All monies sent to the inmate from the non-inmate member will be deposited in the inmate's individual account in the PPF.

6. Inmates are not permitted to have a checkbook or savings passbook in their possession while incarcerated in the Nevada Department of Corrections (NDOC).

A. Debit cards, credit cards or any other instrument used to access outside accounts are likewise not permitted.

B. Inmates who arrive at the NDOC with any of these instruments in their possession must send the instrument to an outside individual of their choice or the instrument will be placed in the inmate's restricted personal property.

7. Upon the request of the Director/Designee, inmates will provide copies of records of bank accounts, including but not limited to, checking accounts, savings accounts, investment accounts, or accounts with brokerage firms.

8. All inmates who are employed by private employers will provide the Director/Designee a copy of all federal income tax returns, reports and withholding forms when they become available to the inmate.

#### **258.12 TRANSFER OF INMATE FUNDS**

1. No funds may be transferred from one inmate to another regardless of whether the inmates are located in state, out of state, or closely related, without the approval of the Director/designee.

2. All Inmate Account Transaction Requests, DOC-509 (brass slip), shall be approved by the Warden, Facility Manager, or their designee.

A. A list of all personnel authorized by the Warden to review and approve brass slips and samples of their signatures shall be sent to Inmate Banking Services on a yearly basis to be received by Inmate Banking Services no later than January 31st.

B. The signature list shall be updated whenever a change of personnel occurs. Updated authorized signature lists approved by the Warden/Facility Manager or designee shall be forwarded to Inmate Banking Services as often as the list is updated.

C. The Warden shall sign the list indicating approval of the authorized signatures.

D. Inmate Banking Services shall compare signatures of brass slips against the authorized signature list before processing.

E. Brass slips, which do not appear to be signed by an authorized signature, will not be honored and will be returned to the Warden by Inmate Banking Services.

F. Internal procedures for Inmate Banking Services contain a number of additional confidential safeguards for the handling of brass slips and shall be changed periodically as needed.

3. Except for Department charges, store orders, and medical/dental co-payments, the inmate shall prepare the necessary brass slip for each deduction from the PPF account.

4. All brass slips submitted to Central Office shall conform to the following:

A. An inmate initiates a brass slip by completing it in its entirety, including date, dollar amount, payee or purpose, signature, printed name, ID number (back number) and institution.

a. A stamped addressed envelope shall be attached to all brass slips for checks sent to the outside.

B. The inmate shall submit the brass slip to an approving authority that can verify that the signature is that of the inmate.

C. If the signature can be verified, the brass slip is fully completed and the transaction is legitimate, the approving authority shall give the inmate a copy and then sign the brass slip.

a. Inmates will never possess a copy of a fully executed brass slip. Brass slips containing authorized signatures must never be returned to an inmate.

D. All brass slips shall be accumulated daily, with exception of restitution centers, and forwarded to the Warden, Facility Manager, or their designee, who will review the brass slips for approval or disapproval.

a. Any disapproved brass slip shall not be processed and the contents attached will be returned to the inmate with an explanation of why the brass slip will not be processed.

E. The approved brass slips will be forwarded to Inmate Banking Services with a cover memo on department letterhead signed by an authorized signer and identifying the quantity of brass slips.

a. Any brass slips not processed by Inmate Banking Services will be voided. The contents attached will be returned to the inmate with a memo denoting the reason it will not be processed and a copy will be placed into the inmate's banking file.

### **258.13 INMATE FISCAL INQUIRY PROCEDURE**

1. An inmate inquiry regarding his account must be made utilizing an "Accounting Inquiry Form – DOC-544.

2. An inmate must complete a DOC-544, attach any documentation available and forward it to his caseworker.

A. A caseworker will review the inquiry and determine if it can be resolved at the local level.

B. Simple accounting inquiries such as deposit or payroll postings may be resolved by calling or e-mailing Inmate Banking Services staff; otherwise the inquiry is to be sent to Inmate Banking Services for resolution.

C. Inmate Banking Services will answer the inquiry based upon the facts and thorough research. A copy of the inquiry and related response will be in the inmate's file in Inmate Banking Services.

D. If Inmate Banking Services is unable to answer the inquiry, the original will be forwarded for response to the Division to which the inmate's question applies. Notification of this action will be sent to the inmate. A copy of the inquiry, copies of all pertinent documentation and a copy of the notification will be placed in the inmate's file in Inmate Banking Services.

3. Any accounting inquiry concerning information considered stale dated (over 90 days old) will not be acted upon and will be returned to the inmate.

4. If an inmate is requesting copies of, but not limited to, cancelled checks, brass slips, kites, and statements older than the current month's period, the inmate will be charged \$2.00 for each copy. Inmate statements are sent out after month end so some leeway will be considered to allow for mail time before a charge is assessed. For copies of cancelled checks older than 90 days, the inmate will incur a bank charge of \$10.00 per check. A kite and a brass slip must accompany a copy request, both signed by the inmate and an authorized Department representative pursuant to Section 258.12. 2. If an inmate does not have sufficient funds to cover the cost, the inmate will be notified that his request was denied.

5. If an inmate receives a deposit to his account and the funds are returned for various reasons, including, but not limited to; stop payments, non-sufficient funds or closed accounts, the sender will be charged \$25.00 for each returned check.

6. If an inmate requests a stop payment on a check issued from the inmate's account, the inmate must submit an inquiry and a brass slip in the amount of \$7.50 to cover the cost charged to the Department for stop payments. If the inmate does not have sufficient funds to cover the charge, the inmate will be notified his request was denied.

7. Brass slips submitted for charges mentioned above must be made payable to NDOC. Monies collected from inmates with sufficient funds in their trust accounts will be deposited into the IWF.

#### **258.14 RELEASE ASSISTANCE/TRANSPORTATION EXPENSES**

1. The Director, in accordance with NRS 209.511, may furnish inmates being released due to expiration of sentence, pardon or parole with a sum of money not to exceed \$100.00 based upon the inmate's economic need. The cost of transportation may also be provided.

A. No release assistance funds shall be given to any inmate paroling or expiring to a detainer or hold.

B. No money shall be given for clothing allowance.

C. Inmates in custody for other jurisdictions shall not receive release assistance funds unless specified by contract or approved by the Director.

2. The amount of travel per diem is calculated by the number of days the inmate will be traveling.

A. In calculating the travel days use the following guidelines:

a. Within Nevada - 1 day

b. By Air - 1 day

c. West Coast - 2 days

d. Mid-West - 3 days

e. East Coast - 4 days

B. These regions are designated by the various time zones within the United States. The West Coast Region, however, combines the Pacific and Mountain Time zones allowing two (2) days travel time.

3. The amount of per diem per day will be \$25.00. Multiply the number of travel days required by \$25.00. This total will be the amount of release assistance funds the inmate will receive.

4. If the inmate is released prior to receiving release assistance funds, the amount will be calculated as above and mailed to the forwarding address left by the inmate at the time of release.

5. Release assistance funds and transportation purchase orders are prepared at the Central Administration office in the Inmate Banking Services Division.

6. No monies in any format (cash, PPF check, gate check, release debit card or any other financial document) shall be drafted, issued or distributed by any inmate. No inmate assigned the prison job of clerk, administrative aide or assistant to any free staff shall have access to any monies, checks, release debit cards or financial instruments.

7. All monies, checks or any other negotiable instruments shall be drafted, issued or distributed by authorized free staff only. Department staff shall maintain all monies, checks, and negotiable instruments in a locked, secure vault, safe or stationary metal cabinet. All keys and/or lock combination numbers must be inaccessible to all inmates.

A. No staff with authorization to sign bank checks or any other negotiable instruments may pre-sign blank checks. All checks or other negotiable instruments shall be signed by authorized staff only after completion of the financial document.

8. Prior to an inmate's release, the Pre-Release Coordinator shall complete a Notification of Release, DOC-563. This form will indicate the inmate's name, Department number, destination, date of release and forwarding address.

A. Release forms shall be issued ten (10) days prior to the release date when possible to assure sufficient time to process paperwork

B. Emergency releases shall be handled the same as ordinary releases except they will be handled expeditiously.

C. Forwarding address are essential in order to forward any money that the inmate may receive after the inmate's release, particularly payrolls posted after release.

D. A brass slip signed by the inmate indicating release and closure of the inmate account shall be attached to the release form. This brass slip will be used as a posting document and will facilitate later referencing, if necessary.

E. Inmates shall sign a document agreeing that all release assistance and/or transportation costs incurred by the released inmate may be collected from funds deposited to the inmate's account after release.

F. The Pre-Release Coordinator should notify Inmate Banking Services of an inmate's pending release ten (10) working days prior to release/parole. Inmate Banking Services shall freeze the inmate's account upon notification from the Pre-Release Coordinator. The Pre-Release Coordinator shall forward all release paperwork to Inmate Banking Services daily to assure Inmate Banking Services has a forwarding address.

G. The intent of the Notification of Release is to start an accounting of all monies due to the inmate at the time of the inmate's release. However, there shall be no pre-posting of anticipated monies.

H. The Department will not to give gate money or pay transportation expenses if an inmate has sufficient funds in their PPF account.

9. A stores requisition shall be issued by the releasing institution for a non-refundable bus ticket, or other transportation, as needed based on medical or economical considerations to the destination indicated.

A. The Warden/designee based on economical considerations and the best interests of the state shall make determination of the destination and mode of transportation. Air travel (commercial only-no chartered flights) shall be used only in medical situations and upon presentation of written justification and recommendation by the Medical Director.

B. The Pre-Release Coordinator shall call Inmate Banking Services to inform them of the pending release.

a. Inmate Banking Services shall assign a PO number.

b. The designated institutional staff member shall sign the stores requisition for transportation costs.

10. The stores requisition, PO number, Notification of Release, with the appropriate paperwork as stated in 258.14, 9, shall be forwarded to Inmate Banking Services.

A. In calculating inmate funds, all charges owed the Department, including restitution charges, shall be subtracted, resulting in a determination of the inmate's remaining balance, if any.

B. Travel per diem, is designated by the Director. The amount of per diem is calculated as referenced in 258, 14, 2, A.

C. If an inmate does not require transportation (e.g., the inmate is picked up by family or friends upon release) and has insufficient funds of their own, travel per diem only shall be issued.

11. Checks and/or release debit cards shall be issued by Inmate Banking Services staff as follows:

A. PPF Check – For any balance due the inmate including savings. Release debit cards will be issued up to \$2,500.00.

B. Revolving Fund Check – For any necessary gate check.

12. Inmate Banking Services shall post all release, gate checks, release debit cards and transportation costs to the inmate's account the day the checks are written.

#### **258.15 BALANCES IN ACCOUNTS OF RELEASED INMATES**

1. Payroll monies and checks from the outside may be received after the inmate is released, resulting in a balance in the inmate's PPF account payable to the inmate. On occasion, a negative balance may occur.

2. Whenever a released inmate has a positive or negative balance in their account, Inmate Banking Services shall make every effort to contact the inmate.

A. If the account has a positive balance, Inmate Banking Services shall write a check to the inmate when a good forwarding address has been established. If an inmate received a release card at release and the amount is within the release card guidelines, the card will be loaded with the positive balance amount.

B. If the account has a negative balance, the following procedures shall be performed by Inmate Banking Services to contact the inmate and collect the money due.

a. The inmate shall be given notice prior to release that any balances owed to the Department at the time of release is a valid debt due and payable in full at the time of release.

b. An Advisement of Debts Owing To The Department of Corrections, DOC- 540, shall be given to inmates upon intake. This advisement must disclose the inmate of the possibility of a negative impact on the inmate's credit history if debts owed to the Department are not paid. This form shall be placed in the inmate's "I" file.

c. The Notification of Debts Owing To The Department of Corrections, DOC- 541, shall be used by the Pre-release Coordinator prior to release to advise the inmate of amounts owed. This notification must also advise the inmate of the possibility of a negative impact on the inmate's credit history if not paid.

d. A Notification of Deductions shall be posted monthly with the Budget Status Report in locations accessible by all inmates.

e. Inmates shall be given a designated time frame to pay the amount owed to the Department after release. If not paid within this time frame, the account information and the amount owed shall be sent to the State Controller's Office who may send the account information to a contracted Collection Agency.

C. If the negative balance resulted from a late posting from an inmate store, the amount of the negative balance shall be charged back to store sales and credited to store sales if the money is recovered. The individual storekeeper involved will be advised by Inmate Banking Services of this action.

D. Balances owed by inmates in their Department Charge and/or Department 2 Account have already been paid from the IWF by Inmate Banking Services to the appropriate budget. Therefore, the IWF shall be reimbursed when the money is collected from the inmate or the contracted Collection Agency, whichever is applicable.



E. Under no circumstances shall a negative balance be permitted to remain on any released inmate's Trust Account for a period exceeding 90 days. A negative balance rarely occurs, but this 90- day time frame will allow Inmate Banking Services to research and correct the situation. If Inmate Banking Services is unable to correct the negative balance, the amount in question will be considered a bad debt and will be processed by Inmate Banking Services as such.

F. When an inmate is released owing departmental charges, the amount(s) owing shall not be deleted from the inmate's PPF account. If the inmate returns to the Department under a new ID number, the amount owing shall be transferred to the new ID number.

G. If the amount owed is considered to be non-collectible, Inmate Banking Services shall report this fact to the Controllers Office.

H. If all attempts to forward positive balances remaining on a released inmate's PPF account fail, the monies shall remain on the inmate's PPF account until the expiration of one year from the date of the inmate's release/parole. After that one-year, the monies shall be forwarded to the Unclaimed Property Division.

#### **258.16 MAINTENANCE FEE**

1. The Department may charge a maintenance fee for maintaining an inmate's PPF accounts.
2. The maintenance fee will be calculated after the close of business for the previous year based on actual costs of maintaining the inmate accounts.
3. The maintenance fee is charged against interest earned on all inmate accounts. However, to the extent that the maintenance fee exceeds interest earned by any inmate; the fee is waived for that amount.

#### **258.17 INTEREST ON INMATE ACCOUNTS**

1. Interest will be calculated on the weekly average account balance in an inmate's Trust, Trust 2 and Savings Account portion of the inmate's individual accounts in the PPF.
2. Quarterly, the State of Nevada Treasurer determines the amount of interest earned by the PPF.
3. Interest, less applicable maintenance fees, will be paid within thirty (30) days of receipt of an interest payment from the State of Nevada Treasurer to accounts in excess of the maintenance fee mentioned in 258.16.

#### **258.18 IRS 1099 REPORTING**

1. Annually, the Department will prepare required 1099's to meet IRS requirements.
  - A. An inmate who receives at least \$600.00 in payroll income from a Department source will be subject to IRS Form 1099-MISC. reporting.
  - B. An inmate who receives at least \$10.00 in interest will be subject to IRS Form 1099-INT reporting.

## **APPLICABILITY**

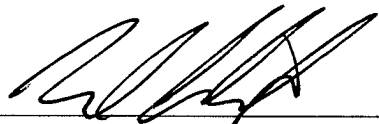
1. This AR does not require an Operational Procedure (OP) for the Support Services Division.
2. This AR requires an audit as part of the annual review of internal controls pursuant to SAM 2418.0.

## **ATTACHMENTS**

DOC-014 – Certificate of Receipt/Posting of Offender's Store Fund Monthly Reports  
DOC-509 - Inmate Account Transaction Request (Brass Slip)  
DOC-515 - Nevada Department of Corrections Inmate Savings Withdrawal Request  
DOC-533 - Inmate Employment Fiscal Agreement  
DOC-534 - Inmate Deposit Coupon  
DOC-540 - Advisement of Debts Owed to the Department of Corrections  
DOC-541 - Notification of Debts Owed to the Department of Corrections  
DOC-542 - Notification of Deductions  
DOC-544 - Inmate Inquiries Form (Kite)  
DOC-563 - Notification of Release Form  
DOC-3525 – Nevada Department of Corrections Casa Grande Transitional Housing Inmate  
Employment Fiscal Agreement

**REFERENCES:**

ACA Standards 4-4031, 4-4032, 4-4033, 4-4034, 4-4044, 4-4045, 4-4047, 4-4407, 4-4446, 4-4461, 4-4462, and 4-4463



Howard Skolnik, Director

7/15/09

Date

CERTIFICATION OF RECEIPT/POSTING  
**OF**  
**OFFENDER'S STORE FUND**

***MONTHLY REPORTS***

I certify that I have posted copies of the Report dated \_\_\_\_\_  
PERIOD \_\_\_\_ at the following locations within \_\_\_\_\_(Institution) for review of all  
inmates.

LOCATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These were posted on: \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Warden's or Authorized Signature

\_\_\_\_\_  
Date

Please complete and return this form to:

**NDOC Administration –**  
**Inmate Services**  
**Attention: Special Projects**

DOC-014 (12/01)

STATE OF NEVADA  
DEPARTMENT OF CORRECTIONS

INMATE ACCOUNT TRANSACTION  
REQUEST

Nº 903300

Date \_\_\_\_\_

To: Inmate Services

I hereby authorize my account to be charged in the amount  
of \$.....(.....Dollars).

Please pay to .....

Signature.....

Print name.....

ID No. ....Institution.....

Approved by.....

Transfer	Purchase Order	Postage	Other

White Inmate Services  
Canary Inmate Services  
Pink Institution Copy  
Goldensrod Inmate Copy

DOC 509 (Rev. 9/01)

NEVADA DEPARTMENT OF CORRECTIONS  
"INMATE SAVINGS WITHDRAWAL REQUEST"

TO: DEPUTY DIRECTOR/SUPPORT SERVICES

FROM: \_\_\_\_\_ DOC# \_\_\_\_\_

I HEREBY REQUEST TO WITHDRAW \$ \_\_\_\_\_ FROM MY OFFENDER'S EMPLOYMENT FUND.

REASON: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

INMATE SIGNATURE

(DO NOT WRITE BELOW THIS LINE)

(TO BE COMPLETED BY THE WARDEN/DESIGNEE)

INSTITUTION/FACILITY: \_\_\_\_\_

SENTENCE: \_\_\_\_\_

APPROXIMATE RELEASE ELIGIBILITY DATE: \_\_\_\_\_

INSTITUTIONAL ADJUSTMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

BALANCE IN ACCOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

RECOMMEND: ( ) APPROVAL ( ) DISAPPOVAL

\_\_\_\_\_  
SIGNATURE WARDEN/DESIGNEE

( ) APPROVED ( ) DISAPPROVED

\_\_\_\_\_  
DEPUTY DIRECTOR/SUPPORT SERVICES

**NEVADA DEPARTMENT OF CORRECTIONS  
INMATE EMPLOYMENT FISCAL AGREEMENT**

I, \_\_\_\_\_, NDOC # \_\_\_\_\_, SS # \_\_\_\_\_, hereby request to be employed in one of the inmate work programs of the Nevada Department of Corrections, (NDOC). I understand that it is NDOC's policy that inmates have an opportunity to work while incarcerated, subject to job availability, security, and program needs of the inmate and NDOC, and that I am subject to all NDOC rules and regulations. I certify that my request for employment is voluntary and I may withdraw or resign employment at any time.

I understand that it is NOT the right of every inmate to be employed. Furthermore, this Agreement does not create a liberty interest or right on behalf of any inmate nor is any to be implied.

I hereby certify that I am aware in advance of my employment that certain deductions as authorized by NRS 209.461 and NRS 209.463 may be made from any inmate payroll at percentages and caps outlined in NDOC Office of the Director Internal Procedures/Administrative Regulations and hereby authorize such deductions.

NDOC does not hereby waive the right to make any deductions from my wages or my NDOC accounts as may be allowed, authorized or provided for by statute or regulation.

\_\_\_\_\_  
Inmate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

White Copy—Inmate's Institutional File  
Pink Copy—Inmate

DOC-533 (4/02)

OFFENDER DEPOSIT  
COUPON

MAIL TO:

NEVADA DEPARTMENT OF  
CORRECTIONS  
PO BOX 98687  
LAS VEGAS, NEVADA 89193-8687

FROM:

SENDER'S NAME:	
ADDRESS:	
CITY, STATE ZIP:	
TELEPHONE NUMBER:	

OFFENDER INFO:

NAME:	
NUMBER:	
INSTITUTION:	

PAYMENT INFO:

LAST FOUR DIGITS OF CASHIER CHECK OR MONEY ORDER:	
NON NEGOTIABLE AMOUNT REMITTED:	

Revised 7/12/02 DOC-534

DOC-534



## **NEVADA DEPARTMENT OF CORRECTIONS INMATE SERVICES**

### **ADVISEMENT OF DEBTS OWED TO THE DEPARTMENT OF CORRECTIONS**

Inmates will be allowed to charge various items to their Department Charge Account or their Department 2 Account, whichever is applicable, when the inmate has non-sufficient funds in their Trust Account. These charges may include, but are not limited to, ID card replacement, legal copies, copies, medical co-payments, dental co-payments, legal supplies, postage, legal postage, etc.

Inmates may also be charged Disciplinary Sanctions that will also be charged to the inmate's Department Charge Account when the inmate has non-sufficient funds in their Trust Account.

These charges are considered a valid debt, per NRS 353 C, owing to the Department of Corrections, Inmate Welfare Fund, and should be paid prior to release/parole. A percentage of deposits and payrolls will be taken as payment for these charges during incarceration. If the inmate wishes to apply additional monies towards these charges from their Trust Account, the inmate will be allowed to do so per the Inmate Transaction Request Procedure (DOC-509) within the Institution.

If the inmate is released/paroled prior to the full payment of these debts, the debt will become due and payable immediately after release/parole.

If these debts are not paid in full within 60 days after release/parole date, the outstanding balance will be turned over to the Nevada State Controller's Office. The Nevada State Controller's Office may assign these debts to a contracted collection agency and may cause a negative impact on the inmate's credit history.

The amounts posted to the Department Charge and/or Department 2 Account(s) at the time of release/parole may not be the full amount owing. Any outstanding charges not yet posted to these accounts at the time of release/parole are also considered to be valid debts owing to the Nevada Department of Corrections, Inmate Welfare Fund.

Inmates will be given a phone number, at the time of release/parole, to call to obtain the final amount owing.

DOC-540 (4/02)

**NOTIFICATION OF DEBTS OWED  
TO THE DEPARTMENT OF CORRECTIONS**

***inmate is to read and sign upon intake***

Inmates will be allowed to charge various items to their Department Charge Account or their Department 2 Account, whichever is applicable, when the inmate has non-sufficient funds in their Trust Account. These charges may include, but are not limited to, ID card replacement, legal copies, copies, medical co-payments, dental co-payments, legal supplies, postage, legal postage, etc.

Inmates may also be charged Disciplinary Sanctions that will also be charged to the inmate's Department Charge Account when the inmate has non-sufficient funds in their Trust Account.

These charges are considered a valid debt, per NRS 353 C, owing to the Department of Corrections, Inmate Welfare Fund, and should be paid prior to release/parole. A percentage of deposits and payrolls will be taken as payment for these charges during incarceration.

If the inmate is released/paroled prior to the full payment of these debts, the debt will become due and payable immediately upon release/parole.

I understand the provisions of this notification

I, \_\_\_\_\_, NDOC # \_\_\_\_\_ understand that the amounts charged to my Department Charge and/or Department 2 Account(s) are considered a valid debt owing to the Department of Corrections, Inmate Welfare Fund. I understand that if these charges are not paid prior to my release/parole, these debts become due and payable immediately upon my release/parole date.

I understand that if these debts are not paid in full within 60 days after release/parole, the outstanding balance will be turned over to the Nevada State Controller's Office. I understand the Nevada State Controller's Office may assign these debts to a contracted collection agency. I understand that if this assignment does occur, this may cause a negative impact on my credit history.

SIGNATURE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NDOC #

\_\_\_\_\_  
DATE

**ACKNOWLEDGMENT OF AMOUNT OWING AT TIME OF  
RELEASE/PAROLE**

\$ \_\_\_\_\_  
DEPARTMENT CHARGE ACCOUNT

\$ \_\_\_\_\_  
DEPARTMENT 2 ACCOUNT

I understand that these amounts are the amounts posted to my account(s) as of the date of my signature below. I also understand that any outstanding charges not yet posted to my account(s) are also considered to be valid debts owing to the Nevada Department of Corrections, Inmate Welfare Fund, and that I may call the number below to receive the final amount owing.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NDOC #

\_\_\_\_\_  
DATE

**SEND PAYMENT TO:**

NEVADA DEPARTMENT OF CORRECTIONS  
INMATE SERVICES  
P.O. BOX 7011  
CARSON CITY, NEVADA 89702

**CHECK MUST BE MADE PAYABLE TO:**

"NDOC/FBO-INMATE NAME & NUMBER"

**INQUIRIES FOR ACTUAL BALANCE:**

(775) 887-3316

DOC-541 (4/02)

# NEVADA DEPARTMENT OF CORRECTIONS

## INMATE SERVICES

### **NOTIFICATION OF DEDUCTIONS**

Deductions from wages and other sources of income will be designated by the Director and in order of priority as set forth within NRS 209.463, 209.247 and 209.2475. The Director will also set the percentage of each deduction to be taken as designated in the Internal Procedures SS-0010 and SS-0011. All deductions from payroll and other sources of income are outlined in AR 258. All deposits and payrolls will be posted to the individual inmate's account in accordance with the percentage set by the Director and in order of priority set by statute. A copy of AR 258 and the Internal Procedures SS-0010 and SS-0011 can be obtained through the Law Library or through the Caseworker.

DOC-542 (4.02)

**ACCOUNTING INQUIRY  
INMATE SERVICES – CENTRAL ADMINISTRATION**

Institution/Facility \_\_\_\_\_ Inmate Name \_\_\_\_\_ (Last, First, Middle Initial)

Inmate Number \_\_\_\_\_

Date Concern Occurred: \_\_\_\_\_ (Per AR 201, incidents older than 90 days will  
not be acted upon) Dollar Amount Involved \$ \_\_\_\_\_

**Posting (other than deposit or payroll)**

Trust Acct. \_\_\_\_\_ Trust 2 \_\_\_\_\_ Dept. Charges \_\_\_\_\_ Dept. \_\_\_\_\_ Savings Acct. \_\_\_\_\_

**Deposit**

Deposit Receipt Date \_\_\_\_\_ Sender \_\_\_\_\_

**Payroll**

Pay Period in Question \_\_\_\_\_ Institution/Facility \_\_\_\_\_

**Check to outside party**

Brass Slip # \_\_\_\_\_ Payee \_\_\_\_\_ Ck # \_\_\_\_\_  
(if known)

**Other (see AR 201)**

Briefly describe the concern and attach any information, which will properly identify the situation.  
Use additional sheets if necessary.

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Inmate Signature and Number \_\_\_\_\_ Date \_\_\_\_\_

Caseworker or Other Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Inquiry will be returned if not signed by caseworker or other authorized person.)

**Response From Inmate Services – Central Administration**

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Date \_\_\_\_\_

Original & one copy to Inmate Services, Copy to Inmate

DOC 544 (4-04)

**TO:** Inmate Banking Services Release Coordinator      **DATE:** \_\_\_\_\_  
**FROM:** Pre-Release Coordinator  
**SUBJECT:** Notification of Release

## Page 29 of 30

**NEVADA DEPARTMENT OF CORRECTIONS  
INMATE EMPLOYMENT FISCAL AGREEMENT  
CASA GRANDE TRANSITIONAL HOUSING**

I, \_\_\_\_\_, NDOC # \_\_\_\_\_, SS# \_\_\_\_\_, hereby request to be employed in one of the inmate work programs of the Nevada Department of Corrections, (NDOC). I understand that it is NDOC's policy that inmates have an opportunity to work while incarcerated, subject to job availability, security, and program needs of the inmate and NDOC, and that I am subject to all NDOC rules and regulations. I certify that my request for employment is voluntary and I may withdraw or resign employment at any time.

I understand that it is NOT the right of every inmate to be employed. Furthermore, this Agreement does not create a liberty interest or right on behalf of any inmate nor is any to be implied.

I hereby certify that I am aware in advance of my employment that certain deductions as authorized by NRS 209.241 and NRS 209.463 may be made from any inmate payroll at percentages and caps outlined in NDOC Office of the Director Internal Procedures/Administrative Regulations and hereby authorize such deductions. I am aware that a Room/Board/Transportation and laundry assessment will be made from any inmate payroll.

NDOC does not hereby waive the right to make any deductions from my wages or my NDOC accounts as may be allowed, authorized or provided for by statute or regulation.

\_\_\_\_\_  
Inmate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

White Copy – Inmate's Institutional File  
Pink Copy – Inmate

DOC - 3525 (11/05)